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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91232337
Party	Defendant U Run LLC
Correspondence Address	DANIEL D MAYNARD MAYNARD CRONIN ERICKSON CURRAN & REITER 3200 N CENTRAL AVE STE 1800 PHOENIX, AZ 85012-2438 UNITED STATES Email: dmaynard@mmcec.com, gsipe@mmcec.com
Submission	Motion to Amend/Amended Answer or Counterclaim
Filer's Name	Daniel D. Maynard
Filer's email	dmaynard@mmcec.com, gsipe@mmcec.com, derickson@mmcec.com
Signature	/dmaynard/
Date	07/26/2017
Attachments	Amended Motion to Amend TM App.pdf(220517 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of
Serial No. 86/782657

Opposition No. 91232337

YogaGlo, Inc. And Fitness Glo, Inc.,

Opposer,

v.

U RUN, LLC,

Applicant.

**AMENDED MOTION TO AMEND
TRADEMARK APPLICATION FOR
FOAM GLOW WITH CONSENT**

Applicant, U Run, LLC., by and through counsel undersigned, requests that the Trademark Examiner amend the recitation of services for the "Foam Glow" mark from: organizing, arranging, hosting and conducting running events; providing a website featuring information relating to the sport of running and running events; and providing online and non-downloadable electronic newsletters regarding running and running events

to:

organizing, arranging, hosting and conducting running events; providing a website featuring information relating to the sport of running and running events; and providing online and non-downloadable electronic newsletters regarding running and running events, none of the aforesaid services to include video (including streaming video).

Applicant has secured the express consent of YogaGlo, Inc., the opposing party, to this Amendment as set forth in the Settlement Agreement between the parties that is attached as Exhibit 1.

RESPECTFULLY SUBMITTED this 26th day of July, 2017.

**MAYNARD CRONIN ERICKSON
CURRAN & REITER, P.L.C.**

By: /s/Daniel D. Maynard
Daniel D. Maynard
Douglas C. Erickson
3200 North Central Avenue, Suite 1800
Phoenix, Arizona 85012
Attorneys for Applicant

CERTIFICATE OF SERVICE

I, Daniel D. Maynard, hereby certify that a true and correct copy of the foregoing Amended Motion to Amend Trademark Application for Foam Glow With Consent has been served upon the attorney of record for the Opposer identified below via e-mail, on this 26th day of July, 2017:

Rebecca Liebowitz, Esq.
Venable LLP
P.O. Box 34385
Washington, D.C. 20043
Rliebowitz@Venable.com

/s/Daniel D. Maynard
Daniel D. Maynard

EXHIBIT 1

SETTLEMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between YogaGlo, Inc, a Delaware corporation ("YogaGlo"), Cool Events, LLC, a Delaware limited liability company is the current owner of Foam Glow that was assigned to it by U Run LLC , a Delaware limited liability company, ("U Run"), and is effective on the date upon which it is fully executed ("Effective Date").

WHEREAS, YogaGlo is the owner of numerous US trademarks consisting of or containing GLO, including, but not limited to Registration Numbers 4,298,658, 4,258,758, 4,166,507, 3,764,227 and 4,993,684 ("YogaGlo Trademarks").

AND WHEREAS, U Run is the owner of Serial Number 86782657 for FOAM GLOW ("U Run Trademark") which YogaGlo has opposed (Opposition Number 91232337).

AND WHEREAS the parties wish amicably to compromise and resolve their differences concerning the use and registration of the trademarks containing GLO and GLOW.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. U Run will only use FOAM GLOW in connection with running events involving foam and will not use in connection with any other health, wellness or fitness event or service.
2. Within 10 business days of the Effective Date, U Run will amend the identification of services in the U Run Trademark to include the following "none of the aforesaid services to include video (including streaming video).
3. Notwithstanding ¶2, U Run may use the U Run Trademark in connection with advertising videos for the live events on condition that:
 - a. The videos are not educational or instructional in nature; and
 - b. The videos are not longer than 2 minutes in duration.
4. U Run will not use or register GLOW or GLO alone or in connection with any term other than FOAM GLOW.
5. YogaGlo will withdraw Opposition Number 91232337 with consent within 10 business days of notification from U Run that the Trademark Office has amended the identification of services pursuant to ¶2.
6. U Run will not oppose, petition to cancel or challenge YogaGlo's trademarks containing GLO, including, but not limited to, YOGAGLO, DANCEGLO, CLICK AND GLO, PILATESGLO, FITNESSGLO, GLO, GLOW (alone) or

GLO/GLOW.

7. The territory of this Agreement is the United States of America.
8. The parties agree to take reasonable action to prevent any confusion due to the coexistence and registration of their respective marks. Both parties will cooperate to execute any additional reasonable consent, or provide any additional verbal or written consent as either party may reasonably request for purposes of filing trademark applications, registrations, re-registrations, renewals or rights to use their respective marks so long as both parties are in compliance with this Agreement.
9. This Agreement shall terminate upon ceasing in the United States of America of either the rights of U Run in the U Run Mark, or the rights of YogaGlo in all of the YogaGlo Marks.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, affiliates, subsidiaries, officers, directors, and agents. Either party may assign this Agreement or delegate its duties under this Agreement at any time, provided that such assignee agrees in writing to comply with all of the provisions of this Agreement to the same extent as the assignor.
11. This Agreement contains the entire understanding and complete agreement of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by a writing signed by both parties.
12. Any amendment or modification to this Agreement must be made in writing and signed by the parties. The waiver by one party of any breach of this Agreement by the other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
13. Each of the parties represents warrants and agrees that the company officer reviewing and executing the Agreement on its behalf has been duly authorized and empowered by the company to do so.
14. The parties stipulate that this Agreement shall be construed and interpreted in accordance with and all disputes hereunder shall be governed exclusively by the laws of the State of California. If either party breaches this Agreement, any resulting legal action shall be commenced in the United States District Court for the Central District of California without regard to any conflict of laws provision and the parties hereby waive any jurisdiction or venue defenses in any such action to enforce this Agreement. The prevailing party in any such

legal action shall be entitled to recover, in addition to any other relief awarded or granted, reimbursement from the losing party of the prevailing party's reasonable attorney's fees, expenses and costs incurred in enforcing the terms of this Agreement.

15. This Agreement and its terms shall remain confidential.
16. The waiver of any breach of this Agreement by any Party shall not be a waiver of any other subsequent or prior breach.
17. The rule of contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provision of this agreement.
18. Copies of any notice or other communication required under this Agreement shall be sent by courier and addressed as follows:

YogaGlo, Inc.

1740 Stanford Street
Santa Monica, California 90404
Attention: Brett Garner

With a copy to:
Venable LLP
P.O. Box 34385
Washington, DC 20043
Attention: Rebecca Liebowitz

Cool Events, LLC

21002 N. 19th Avenue
Suite 120
Phoenix, Arizona 85027

With a copy to:
Daniel D Maynard
Maynard Cronin Erickson Curran & Reiter,
P.L.C.
3200 N Central Ave, Suite 1800
Phoenix, Arizona 85012

This Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes.

IN WITNESS WHEREOF, the parties now and hereby accept and execute this Agreement through the duly authorized representatives whose names appear below:

YogaGlo, Inc.

By: 

Name: Derik Mills

Title: CEO

Date: 4/26/17

Cool Events, LLC

By: 

Name: William C Spata

Title: CEO

Date: 5/10/17